

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

6. Indemnification (Cont'd)

6.2 Subject to any limitations of liability set forth in this tariff, the Indemnifying Party shall be liable to the Indemnified Party only for and to the extent of any damage directly and primarily caused by the negligence of the Indemnifying Party. The Indemnifying Party shall not be liable to the Indemnified Party or its customers for any interruption of Indemnified Party's service or for interference with the operation of Indemnified Party's designated facilities arising in any manner out of the Indemnified Party's presence in Company premises, unless such interruption or interference is caused by the Indemnifying Party's willful misconduct. In no event shall the Indemnifying Party or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by the Indemnified Party or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Indemnified Party, even if the Indemnified Party has been advised of the possibility of such loss or damage.

6.3 The obligations, rights and limitations of 6.1 and 6.2 shall survive the termination, cancellation, modification or recession of this Tariff, without limit as to time. For purposes of this part 6.1 or 6.2, the terms "Indemnifying Party" and "Indemnified Party" can mean either the Company or the CLEC, as is appropriate under the context. Both the Company and the CLEC shall have or be entitled to the obligations, rights and limitations described in 6.1 and 6.2 preceding.

7. Insurance

7.1 The CLEC shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

(A) Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.

(B) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (A) above.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

7. Insurance (Cont'd)

7.1 (Cont'd)

- (C) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property located on or within Company premises. The CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.
- (D) Statutory Workers Compensation coverage.
- (E) Employers Liability coverage in an amount of \$500,000 each accident.
- (F) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary. The coverage requirements described in (C) through (F) above shall only be required if the CLEC orders collocation services pursuant to this Tariff. The minimum amounts of insurance required in this section may be satisfied by the CLEC purchasing primary coverage in the amounts specified or by the CLEC buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the CLEC's option, so long as the total amount of insurance meets the Company's requirements.

7.2 Deductibles

Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Company, and the Company reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the CLEC.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

7. Insurance (Cont'd)

7.3 Additional Insureds

The Company and its affiliates (which includes any corporation controlled by, controlling or in common control with the Company parent corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by the CLEC. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that the Company has secured to protect itself. All of the insurance afforded by the CLEC shall be primary in all respects, including the CLEC's Umbrella/Excess Liability insurance. The Company's insurance coverage shall be excess over any indemnification and insurance afforded by the CLEC and required hereby.

7.4 Waiver of Subrogation Rights

The CLEC waives and will require all of its insurers to waive all rights of subrogation against the Company (including the Company parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

7.5 Evidence of Insurance

All insurance must be in effect on or before the Company authorizes access by CLEC employees or placement of CLEC equipment or facilities within the Company's premises and such insurance shall remain in force as long as the CLEC's facilities remain within any space governed by this Tariff. If the CLEC fails to maintain the coverage, the Company may pay the premiums and seek reimbursement from the CLEC. Failure to make a timely reimbursement will result in disconnection of service. The CLEC agrees to submit to the Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Company will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

7. Insurance (Cont'd)

7.5 Evidence of Insurance (Cont'd)

At least thirty (30) days prior to the expiration of the policy, the Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Company's request, the CLEC shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that the Company has been named as an additional insured, prior to commencement of any service. In no event shall permitting CLEC access be construed as a waiver of the right of the Company to assert a claim against the CLEC for breach of the obligations established in this section.

7.6 Compliance Requirements

The CLEC shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming the Company (including the Company's parent corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against the Company (including the Company's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, the CLEC shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At the Company's request, the CLEC shall supply to the Company copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. The CLEC must also conform to the recommendation(s) made by the Company's fire insurance company, which the Company has already agreed to or shall hereafter agree to.

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8. Confidentiality

In addition to its other confidentiality obligations hereunder, the CLEC shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLEC as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities. Similarly, the Company shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by a CLEC in connection with Collocation, or known to the Company as a result of the interconnection of the CLEC's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLEC on a need to know basis only. Neither the Company nor the CLEC shall be obligated to hold in confidence information that:

- Was already known to the CLEC free of any obligation to keep such information confidential;
- Was or becomes publicly available by other than unauthorized disclosure; or
- Was rightfully obtained from a third party not obligated to hold such information in confidence.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

9. Casualty

If the collocation equipment location in the Company premises is rendered wholly unusable through no fault of the CLEC, or if the building shall be so damaged that Company shall decide to demolish it, rebuild it, or abandon it for premises purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Company may elect to terminate the collocation arrangements in the damaged building by providing written notification to CLECs as soon as practicable but no later than one hundred eighty (180) calendar days after such casualty, specifying a date for the termination of the Collocation arrangements. The termination date shall not be more than sixty (60) calendar days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth for the termination of the arrangement. CLECs shall immediately quit, surrender and vacate the premises without prejudice. Unless the Company serves a termination notice as provided for herein, it shall make the repairs and restorations with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control. After any such casualty, CLECs shall cooperate with the Company's restoration by removing from the collocation space, as promptly as reasonably possible, all of their salvageable inventory and movable equipment, furniture and other property. The Company will work cooperatively with the CLECs to minimize any disruption to service, resulting from any damage. The Company shall provide written notification to CLECs detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, the Company's rights and remedies against CLECs in effect prior to such termination, and any fees owing, shall be paid up to such date. Any advance payments of fees made by CLECs for periods after such date, shall be returned.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

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10. Termination of Service

10.1 Grounds for Termination

The Company's obligation to provide collocation is contingent upon the CLEC's compliance with the terms and conditions of this tariff and other applicable requirements of the collocation arrangement, including, without limitation, Company receipt of all applicable fees, rates, charges, application forms and required permits. Failure of the CLEC to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, the Company also reserves the right to terminate such services upon thirty (30) calendar days notice in the event the CLEC is not in conformance with Company standards and requirements, and/or imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLECs.

10.2 Effects of Termination

Upon the termination of collocation service, the CLEC shall disconnect and remove its equipment from the designated collocation space. The Company reserves the right to remove CLEC equipment if the CLEC fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. The CLEC will be charged the appropriate additional labor charge in 14. following for the removal of such equipment. Upon removal by the CLEC of all its equipment from the collocation space, it will reimburse the Company for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in 14. following. Upon termination of collocation services, the CLEC relinquishes all rights, title and ownership of cable to the Company.

11. Miscellaneous

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize the premises space in such a manner as will best enable it to fulfill its service requirements. The CLEC does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that a CLEC requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLEC may not use Company official lines.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

12. Rate Regulations

12.1 Rates and Charges

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 14. following. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

12.2 Billing and Payment

The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 4.1 preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

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LOCAL NETWORK ACCESS SERVICES
COLLOCATION SERVICE

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13. Description and Application of Rate Elements

13.1 Non-Recurring Charges

UNOCCUPANCY FEE
ONEFOUR STAGE

The following are non-recurring charges (one-time charges) that apply for specific work activity.

(A) Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial Caged and Cageless collocation request and major augment requests. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space for Caged or Cageless collocation, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

(B) Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing Cages or Cageless collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space.

(C) Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

(D) Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(E) Cage Enclosure Augment

The Cage Enclosure Augment rate is applied per square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.

(F) BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(G) Overhead Superstructure

The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.

(H) Facility Pull/Termination-Engineering

The Facility Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable) from the collocation cage or relay rack to the Main Distribution Frame block or DSX panel.

(I) Facility Pull

The Facility Pull charge is applied per cable run and recovers the labor cost of pulling the interconnection wire (cable) from the collocation cage or relay rack to the Main Distribution Frame block or DSX panel.

(J) DSO Cable Termination

The DSO Cable Termination charge is applied per 100 pair DSO cable terminated and is designed to recover the labor cost of terminating DSO Cable from the collocation cage or relay rack to the Main Distribution Frame block or DSX panel.

(K) DS1 Cable Termination

The DS1 Cable Termination charge is applied per 28 pair DS1 cable terminated and is designed to recover the labor cost of terminating DS1 Cable from the collocation cage or relay rack to the DSX panel.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(L) DS3 Coaxial Cable Termination (Preconnectorized)

The DS3 Coaxial Cable Termination (Preconnectorized) charge is applied per termination to recover the labor cost of terminating preconnectorized DS3 Cable from the collocation cage or relay rack to the DSX panel.

(M) DS3 Coaxial Cable Termination (Unconnectorized)

The DS3 Coaxial Cable Termination (Unconnectorized) charge is applied per termination to recover the labor cost of terminating preconnectorized DS3 Cable from the collocation cage or relay rack to the DSX panel.

(N) Fiber Cable Pull-Engineering

The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into the Company's central office.

(O) Fiber Cable Pull-Place Innerduct

The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

(P) Fiber Cable Pull-Labor

This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into the Company's central office.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(Q) Fiber Cable Pull-Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(R) Fiber Splice-Engineering

The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

(S) Fiber Splice

The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

(T) DC Power

The DC Power Charge is applied per 40 amps requested for each caged and cageless collocation application. This NRC recovers the Company's engineering, material and installation costs for providing and terminating DC power runs to the collocation area.

(U) Cable Material Charges

The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables. If the Company provides these cables, the applicable Cable Material Charge will be applied on a per cable run basis.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(V) Adjacent Engineering Fee

The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

(W) Adjacent Fiber Cable Pull-Engineering

The Adjacent Fiber Cable Pull-Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/subduct assignment and associated outside plant activity to complete the work.

(X) Adjacent Fiber Cable Pull-Place Innerduct

This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

(Y) Adjacent Fiber Cable Pull-Labor

This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull-Engineering above.

(Z) Adjacent-Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(AA) Adjacent Metallic Cable Pull-Engineering

This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

(AB) Adjacent Metallic Cable Pull-Labor

This charge covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.

(AC) Adjacent Cable Splice-Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

(AD) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AE) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AF) Adjacent Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(AG) Adjacent Facility Pull-Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AH) Adjacent Facility Pull-Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AI) Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized)

These charges cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AJ) Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized)

These charges cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AK) Adjacent DS3 Coaxial Cable Termination (Preconnectorized)/Adjacent

These charges cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AL) Adjacent Fiber Cable Termination

This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.1 Non-Recurring Charges (Cont'd)

(AM) Collocation Space Report

When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.

(AN) Miscellaneous Services-Labor

Additional labor, if required by the CLEC to complete a collocation request will be rated as set forth in 14. following.

13.2 Monthly Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

(A) Caged Floor Space

Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

(B) Relay Rack Floor Space

The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

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COLLOCATION SERVICE

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13. Description and Application of Rate Elements (Cont'd)

13.2 Monthly Charges (Cont'd)

(C) Cabinet Floor Space

The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.

(D) Cable Subduct Space-Manhole

This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

(E) Cable Subduct Space

The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

(F) Fiber Cable Vault Splice

The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splice within the Company's cable vault.

(G) Cable Rack Space-Metallic

The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within the Company's cable rack system.

(H) Cable Rack Space-Fiber

The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.

(I) DC Power

The DC Power monthly charge is applied on a per 40 amp basis. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

13. Description and Application of Rate Elements (Cont'd)

13.2 Monthly Charges (Cont'd)

(J) Facility Termination (DS0)

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

(K) Facility Termination (DS1)

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

(L) Facility Termination (DS3)

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

(M) BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

(N) Building Modification

The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

(O) Environmental Conditioning

The Environmental Conditioning charge is applied to each caged and cageless arrangement on a per 40 amp increment based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises.

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13. Description and Application of Rate Elements (Cont'd)

13.2 Monthly Charges (Cont'd)

(P) Adjacent Cable Subduct Space-Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

(Q) Adjacent Cable Subduct Space

The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

(R) Adjacent Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

(S) Adjacent Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

(T) Adjacent Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

(U) Adjacent Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

(V) Adjacent Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

(W) Adjacent Cable Vault Space

The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

(X) Adjacent Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

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LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

14. Rates and Charges

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.1 Engineering/Major Augment Fee, Per Occurrence	\$1,084.00	--
14.2 Minor Augment Fee, Per Occurrence	190.00	--
14.3 Access Card Administration, Per Card	19.00	--
14.4 Cage Enclosure		
25-100 Sq.Ft.	5,501.00	--
101-200 Sq.Ft.	6,379.00	--
201-300 Sq.Ft.	7,966.00	--
301-400 Sq.Ft.	9,553.00	--
401-500 Sq.Ft.	11,140.00	
14.5 Cage Enclosure Augment Per Sq.Ft. Fencing	15.00	--
14.6 BITS Timing, Per Project	306.00	--
Per Month	--	\$12.00
14.7 Overhead Superstructure, Per Project	2,372.00	--
14.8 Facility Pull/Termination-Engineering, Per Project	71.00	--
14.9 Facility Pull, Per Cable Run	188.00	--

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Bloomington, Illinois

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

14. Rates and Charges (Cont'd).

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.10 Cable Termination		
DSO Cable, per 100 pair cable terminated	\$ 4.00	--
DS1 Cable, per 28 pair cable terminated	1.00	--
DS3 Coaxial Cable (Preconnectorized) per cable terminated	1.00	--
DS3 Coaxial Cable (Unconnectorized) per cable terminated	10.00	--
14.11 Fiber Cable Pull-Engineering Per Project	466.00	--
14.12 Fiber Cable Pull-Place Innerduct Per Linear Foot	2.00	--
14.13 Fiber Cable Pull-Labor Per Linear Foot	2.00	--
14.14 Fiber Cable Pull-Cable Fire Retardant Per Occurrence	38.00	--
14.15 Fiber Splice-Engineering Per Project	24.00	--
14.16 Fiber Cable Splice Per Fiber	84.00	--
14.17 DC Power, Per 40 Amps		
Per Project	2,434.00	--
Per Month	--	\$677.00

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14. Rates and Charges (Cont'd).

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.18 Cable Material Charge, Per Cable Run		
Facility Cable		
DSO Cable (Connectorized)		
100 Pair	\$331.00	--
DS1 Cable (Connectorized)	307.00	--
DS3 Coaxial Cable	84.00	--
Shielded Cable (Orange Jacket)	34.00	--
Power Cable		
Wire Power 1/0	93.00	--
Wire Power 2/0	135.00	--
Wire Power 3/0	149.00	--
Wire Power 4/0	184.00	--
Wire Power 350 MCM	313.00	--
Wire Power 500 MCM	437.00	--
Wire Power 750 MCM	673.00	--
14.19 Caged Floor Space, Per Square Foot, Per Month	--	\$4.00
14.20 Relay Rack Floor Space, Per Linear Foot, Per Month	--	16.00
14.21 Cabinet Floor Space, Per Linear Foot, Per Month	--	21.00
14.22 Cable Subduct Space-Manhole Per Project, Per Month	--	6.00

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14. Rates and Charges (Cont'd).

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.23 Cable Subduct Space Per Linear Foot, Per Month	--	\$.06
14.24 Fiber Cable Vault Splice-48 Fiber Material, Per Splice, Per Month	--	9.00
14.25 Fiber Cable Vault Splice-48 Fiber Per Subduct, Per Month	--	2.00
14.26 Fiber Cable Vault Splice-96 Fiber Material, Per Splice, Per Month	--	25.00
14.27 Fiber Cable Vault Splice-96 Fiber Per Subduct, Per Month	--	2.00
14.28 Cable Rack Space-Metallic Per Cable Run, Per Month	--	2.00
14.29 Cable Rack Space-Fiber Per Innerduct Foot, Per Month	--	.01
14.30 Facility Termination DSO, Per 100 Pair, Per Month	--	4.00
DS1, Per 28 Pair, Per Month	--	18.00
DS3, Per DS3, Per Month	--	13.00
14.31 Building Modification Per Project	--	213.00
14.32 Environmental Conditioning Per 40 Amps DC Power	--	87.00
14.33 Adjacent Engineering Fee On-Site, Per Occurrence	898.00	--

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COLLOCATION SERVICE

14. Rates and Charges (Cont'd).

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.34 Adjacent Fiber Cable Pull- Engineering, Per Project	\$466.00	--
14.35 Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot	2.00	--
14.36 Adjacent Fiber Cable Pull Per Linear Foot	2.00	--
14.37 Adjacent Cable Fire Retardant Per Occurrence	38.00	--
14.38 Adjacent Metallic Cable Pull- Engineering, Per Project	466.00	--
14.39 Adjacent Metallic Cable Pull Per Linear Foot	3.00	--
14.40 Adjacent Metallic Cable Splice Engineering, Per Project	24.00	--
Greater than 200 Pair, Per DSO/DS1 Pair	1.00	--
200 Pair or Less, Per DSO/DS1 Pair	2.00	--
14.41 Adjacent Fiber Cable Splice Engineering, Per Fiber	24.00	--
48 Fiber or Less, Per Fiber	84.00	--
Greater than 48 Fiber, Per Fiber	67.00	--
14.42 Adjacent Facility Pull-Engineering Per Project	71.00	--

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COLLOCATION SERVICE

14. Rates and Charges (Cont'd).

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.43 Adjacent Facility Pull Per Linear Foot	\$1.00	--
14.44 Adjacent Cable Termination		
DSO Cable (Connectorized) Per 100 Pair	4.00	--
DSO Cable (Unconnectorized) Per 100 Pair	38.00	--
DS1 Cable (Connectorized) Per 28 Pair	1.00	--
DS1 Cable (Unconnectorized) Per 28 Pair	28.00	--
DS3 Coaxial Cable (Preconnectorized) Per DS3	1.00	--
DS3 Cable (Unconnectorized) Per DS3	10.00	--
Fiber Cable, Per Fiber Termination	84.00	--
14.45 Adjacent Subduct Space		
Manhole, Per Project	--	\$6.00
Per Linear Foot	--	0.06
14.46 Adjacent Conduit Space (4" Duct)		
Manhole, Metallic, Per Conduit	--	10.00
Metallic, Per Linear Foot	--	0.06
14.47 Adjacent Facility Termination-Material		
DSO Cable, Per 100 Pair	--	4.00
DS1 Cable, Per 28 Pair	--	18.00
DS3 Cable, Per Coaxial	--	13.00

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14. Rates and Charges (Cont'd).

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
14.48 Adjacent Cable Vault Space		
Per 1200 Pair, Material, Per Splice	--	\$465.00
Per 1200 Pair, Per Cable	--	5.00
Per 900 Pair, Material, Per Splice	--	341.00
Per 900 Pair, Per Cable	--	4.00
Per 600 Pair, Material, Per Splice	--	227.00
Per 600 Pair, Per Cable	--	3.00
Per 100 Pair, Material, Per Splice	--	47.00
Per 100 Pair, Per Cable	--	1.00
Per 48 Fiber, Material, Per Splice	--	9.00
Per 48 Fiber, Per Subduct	--	2.00
Per 96 Fiber, Material, Per Splice	--	25.00
Per 96 Fiber, Per Subduct	--	2.00
14.49 Adjacent Cable Rack Space		
Metallic DSO, Per Linear Foot	--	0.01
Metallic DS1, Per Linear Foot	--	0.01
Fiber, Per Innerduct Foot	--	0.02
Coaxial, Per Linear Foot	--	0.01
14.50 Collocation Space Report-Per Wire		
Center or Access Tandem Requested	\$1,195.00	--
14.51 Labor Rates, Per Technician		
Basic Business Day		
1st Half Hour	39.10	--
Each Additional Half Hour	19.55	--
Overtime Non-Business Day		
1st Half Hour	100.00	--
Each Additional Half Hour	75.00	--
Premium Non-Business Day		
1st Half Hour	150.00	--
Each Additional Half Hour	125.00	--

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